



10/19/2021
City Council Meeting

**Handouts received after
agenda posted**

**Side Letter Agreement Regarding the Memorandum of Understanding
Between the City of Lemoore and the
Lemoore Police Professional Services Bargaining Unit**

This Side Letter Agreement (“Agreement”) is made and entered into by the Lemoore Police Professional Services Bargaining Unit (PPSBU) and the City of Lemoore (City), collectively referred to as the “Parties.”

WHEREAS, on March 11, 2021 the American Rescue Plan Act (ARPA) was signed into law by President Biden. Section 9901 of ARPA amended Title VI of the Social Security Act to add sections that established the Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds).

WHEREAS, the Fiscal Recovery Funds are intended to provide support to State, Local and Tribal governments in responding to the impact of COVID-19.

WHEREAS, the Fiscal Recovery Funds provide funds that may be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.

WHEREAS, eligible workers are defined as workers providing essential work in order to maintain continuity of operations of essential critical infrastructure sectors. Essential work is work involving regular in-person interactions or regular physical handling of items that were also handled by others.

WHEREAS, the Parties agree that PPSBU members meet the definition of “Eligible Worker” as defined above.

As such, having met and conferred in good faith, the Parties hereby agree to the following:

1. \$20,000 in premium pay will be paid (less all applicable state and federal taxes) to each eligible employee pursuant to the following schedule:
 - a. \$10,000 to be paid no later than December 3, 2021 (FY 2022)
 - b. \$5,000 paid on the first pay date in December 2022 (FY 2023)
 - c. \$5,000 paid on the first pay date in December 2023 (FY 2024)
 - d. Employees are eligible only if they are employed in a full-time position (a position which is expected to continue for an indefinite duration and works no less than 2080 hours per year), on the date of premium pay disbursement.

In addition, the Parties agree to the following:

1. The PPSBU agrees to forego negotiating for pay rate increases until Fiscal Year 2025.
2. The Parties agree that while all terms in the existing MOU shall be extended three (3) years and will currently remain in effect through June 30, 2025, either Party may request to re-open negotiations on the remainder of the MOU terms in each of the Fiscal Years referenced above (other than for pay rate increases which is expressly exempted by the terms of this Side Letter).

3. While the Parties understand the City has no obligation to provide an Essential Worker Premium or any other equivalent payment, the City will make the above agreed upon payments to each eligible employee to be paid as noted above. The employee shall be responsible for any and all CalPERS and tax consequences associated with this payment

Authorized representatives of the City and the PPSBU have met and the parties agree to adopt this side letter agreement as of the date below.

Date: _____

Date: _____

City of Lemoore:

Lemoore Police Professionals Bargaining Unit:

Nathan Olson
City Manager

Mark Pescatore
President

**Side Letter Agreement Regarding the Memorandum of Understanding
Between the City of Lemoore and the
Lemoore Police Officers Association**

This Side Letter Agreement (“Agreement”) is made and entered into by the Lemoore Police Officers Association (LPOA) and the City of Lemoore (City), collectively referred to as the “Parties.”

WHEREAS, on March 11, 2021 the American Rescue Plan Act (ARPA) was signed into law by President Biden. Section 9901 of ARPA amended Title VI of the Social Security Act to add sections that established the Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds).

WHEREAS, the Fiscal Recovery Funds are intended to provide support to State, Local and Tribal governments in responding to the impact of COVID-19.

WHEREAS, the Fiscal Recovery Funds provide funds that may be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.

WHEREAS, eligible workers are defined as workers providing essential work in order to maintain continuity of operations of essential critical infrastructure sectors. Essential work is work involving regular in-person interactions or regular physical handling of items that were also handled by others.

WHEREAS, the Parties agree that POA members meet the definition of “Eligible Worker” as defined above.

As such, having met and conferred in good faith, the Parties hereby agree to the following:

1. \$20,000 in premium pay will be paid (less all applicable state and federal taxes) to each eligible employee pursuant to the following schedule:
 - a. \$10,000 to be paid no later than December 3, 2021 (FY 2022)
 - b. \$10,000 paid on the first pay date in December 2022 (FY 2023)
 - c. No disbursement in December 2023
 - d. Employees are eligible only if they are employed in a full-time position (a position which is expected to continue for an indefinite duration and works no less than 2080 hours per year), on the date of premium pay disbursement.

In addition, the Parties agree to the following:

1. The LPOA agrees to forego negotiating for pay rate increases until Fiscal Year 2025.
2. The Parties agree that while all terms in the existing MOU shall be extended three (3) years and will currently remain in effect through June 30, 2025, either Party may request to re-open negotiations on the remainder of the MOU terms in each of the Fiscal Years referenced above (other than for pay rate increases which is expressly exempted by the terms of this Side Letter).

3. While the Parties understand the City has no obligation to provide an Essential Worker Premium or any other equivalent payment, the City will make the above agreed upon payments to each eligible employee to be paid as noted above. The employee shall be responsible for any and all CalPERS and tax consequences associated with this payment

Authorized representatives of the City and the LPOA have met and the parties agree to adopt this side letter agreement as of the date below.

Date: _____

Date: _____

City of Lemoore:

Lemoore Police Officers Association:

Nathan Olson
City Manager

Mark Pescatore
President

**Side Letter Agreement Regarding the Memorandum of Understanding
Between the City of Lemoore and the
Lemoore Police Sergeants Unit**

This Side Letter Agreement (“Agreement”) is made and entered into by the Lemoore Police Sergeants Unit (LPSU) and the City of Lemoore (City), collectively referred to as the “Parties.”

WHEREAS, on March 11, 2021 the American Rescue Plan Act (ARPA) was signed into law by President Biden. Section 9901 of ARPA amended Title VI of the Social Security Act to add sections that established the Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds).

WHEREAS, the Fiscal Recovery Funds are intended to provide support to State, Local and Tribal governments in responding to the impact of COVID-19.

WHEREAS, the Fiscal Recovery Funds provide funds that may be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.

WHEREAS, eligible workers are defined as workers providing essential work in order to maintain continuity of operations of essential critical infrastructure sectors. Essential work is work involving regular in-person interactions or regular physical handling of items that were also handled by others.

WHEREAS, the Parties agree that LPSU members meet the definition of “Eligible Worker” as defined above.

As such, having met and conferred in good faith, the Parties hereby agree to the following:

1. \$20,000 in premium pay will be paid (less all applicable state and federal taxes) to each eligible employee pursuant to the following schedule:
 - a. \$10,000 to be paid no later than December 3, 2021 (FY 2022)
 - b. \$10,000 paid on the first pay date in December 2022 (FY 2023)
 - c. No disbursement in December 2023
 - d. Employees are eligible only if they are employed in a full-time position (a position which is expected to continue for an indefinite duration and works no less than 2080 hours per year), on the date of premium pay disbursement.

In addition, the Parties agree to the following:

1. The LPSU agrees to forego negotiating for pay rate increases until Fiscal Year 2025.
2. The Parties agree that while all terms in the existing MOU shall be extended three (3) years and will currently remain in effect through June 30, 2025, either Party may request to re-open negotiations on the remainder of the MOU terms in each of the Fiscal Years referenced above (other than for pay rate increases which is expressly exempted by the terms of this Side Letter).
3. While the Parties understand the City has no obligation to provide an Essential Worker Premium or any other equivalent payment, the City will make the above agreed upon

payments to each eligible employee to be paid as noted above. The employee shall be responsible for any and all CalPERS and tax consequences associated with this payment

Authorized representatives of the City and the LPSU have met and the parties agree to adopt this side letter agreement as of the date below.

Date: _____

Date: _____

City of Lemoore:

Lemoore Police Sergeants Unit:

Nathan Olson
City Manager

Mark Pescatore
President

RESOLUTION NO. 2021-27**A RESOLUTION OF THE LEMOORE CITY COUNCIL APPROVING USE OF CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS FOR “PREMIUM PAY” FOR THE UNREPRESENTED EMPLOYEES OF THE CITY**

WHEREAS, the City of Lemoore, through its City Manager proposes to utilize Coronavirus State and Local Fiscal Recovery Funds to provide “premium pay” benefits to unrepresented employees of the City; and

WHEREAS, the City of Lemoore has received Coronavirus State and Local Fiscal Recovery funds to be used in accordance with Department of the Treasury, 31 CFR Part 35; also referred to as the Interim Final Rule (IFR); and

WHEREAS, Coronavirus State and Local Fiscal Recovery funds may be used for “Premium Pay” for employees providing essential work; and

WHEREAS, the IFR defines essential work as work involving regular in-person interactions or regular physical handling of items that were also handled by others; and

WHEREAS, the IFR defines “premium pay” to mean an amount up to \$13.00 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker; and

WHEREAS, the IFR stipulates that premium pay may be provided retrospectively for work performed at any time since the state of the COVID-19 public health emergency, as well as prospective premium pay for current or ongoing work; and

WHEREAS, the IFR specifies that funds may be utilized for premium pay through December 31, 2024.

WHEREAS, the City of Lemoore has declared that all City workers are considered “eligible workers” as defined for the IFR, as all City employees were required to perform essential work in order to provide continuous essential services to the public during the COVID-19 public health emergency; and

WHEREAS, the City Council now desires to formally approve changes outlined in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lemoore as follows:

1. Unrepresented employees shall receive a total of \$20,000 in premium pay during the eligible period.
2. Unrepresented employees shall receive \$10,000 to be paid no later than December 3, 2021.

3. Unrepresented employees shall receive \$5,000 on the first pay date of December 2022.
4. Unrepresented employees shall receive \$5,000 on the first pay date of December 2023.
5. Employees are eligible only if they are employed in a full-time position (a position which is expected to continue for an indefinite duration and works no less than 2080 hours per year), on the date of premium pay disbursement.
6. Employees who have been separated from City employment prior to the complete distribution of premium pay, as defined above, will not be eligible for any unpaid benefit.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Lemoore held on the 19th day of October 2021 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Stuart Lyons
Mayor



October 19, 2021

VIA EMAIL & HAND DELIVERY

Lemoore City Council
429 C. Street
Lemoore, California 93245

RE: People's Properties, LLC Cannabis Project (October 19, 2021, Agenda Items 3-2 & 3-3)

Honorable City Councilmembers,

The Kelly Slater Wave Company, LLC owns and operates the Surf Ranch located at 18556 Jackson Ave., Lemoore, CA 93245. On October 5, 2021, the Surf Ranch submitted a comment letter concerning People's Properties, LLC Cannabis Project pending before the City of Lemoore,¹ which is directly adjacent to the Surf Ranch. At the October 5th City Council meeting, I also stated the Surf Ranch's concerns and requested certain conditions be required of the project to minimize their impacts on surrounding properties.²

The Surf Ranch remains concerned that the City has not adequately considered the environmental impacts of the proposed project or required adequate mitigation to control odors or prevent the misapplication of pesticides to neighboring properties.

Moreover, it appears that the City did not ensure that the project had an adequate or firm water supply. We understand that the City expects that the proposed project will be served solely by treated wastewater from the City. At the October 5, 2021, City Council meeting, Councilmembers explained that the necessary approvals for use of recycled water are still pending with the State. In the event that these approvals are not secured, it is not clear that the project will have an adequate water supply. However, the City did not consider these issues in its environmental review before approving the project. The City should continue consideration

¹ The Surf Ranch's prior comment letter is a part of the City record for this project and is available on the City's website: <https://lemoore.com/wp-content/uploads/2021/10/Handouts-received-after-agenda-posted-10-05-2021.pdf>.

² As a reminder, the Surf Ranch previously requested that if the City moves forward with this project that it include conditions requiring (i) implementation of an odor abatement plan and other odor mitigation measures, (ii) that the project use only recycled water for cultivation, (iii) implementation of a pesticides application plan with measures to eliminate the potential for pesticide migration and (iv) annual review of the operations and modification of conditions to address any operational issues related to the above or other matters, such as security.



October 19, 2021

of Agenda Items 3-2 & 3-3 until the State approvals for use of the recycled water have been obtained or include a condition that the proposed project use only recycled water for irrigation

We also question how the City can approve a proposed use that is not permitted in the applicable zone. The proposed prezone of the 222-acre portion of the project site as Agricultural (AG) does not appear to permit cannabis cultivation. Chapter 8 of the Lemoore Municipal Code (“LMC”), lists the types of zones where authorized business owners are permitted to engage in cannabis cultivation, manufacturing, testing, distribution, and dispensing. The LMC states that cannabis cultivation is *only* permitted in Light Industrial (ML), Heavy Industrial (MH) and Neighborhood Commercial (NC) Zones. (LMC, § 4-8-4(A).) Agricultural (AG) is not included as a permitted zone for any commercial cannabis activities. Likewise, Table 9-4B-2, “Allowed Uses and Required Entitlements for Base Zoning Districts,” states that cannabis cultivation is not authorized in Agricultural (AG) zones. (*Id.*, Table 9-4B-2.)

Thus, we reiterate our prior comments and again request that the City Council either delay its consideration of Agenda Items 3-2 & 3-3 or condition the zoning approvals to provide necessary mitigations.

We appreciate that the City and applicant would like to move forward quickly and that the applicant has committed to working cooperatively with its neighbors to address impacts. The conditions requested by the Surf Ranch would not delay the project. However, the City must ensure that the mitigations are required now as part of its approval of the prezoning. We are confident that the parties can then expeditiously collaborate on the details of the plans necessary to address the impacts.

We look forward to working with the City and our new neighbors on appropriate measures and we thank the City for this opportunity to comment.

Sincerely,


Kaniela Neves
General Manager

cc: Nathan Olson, City Manager
Steve Brandt, City Planner
Mary Lerner, City Attorney
Bernard Steimann, People’s Properties, LLC
Maria Hoyer, Latham & Watkins LLP